

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code **08** Page **1** Pages **3**

2. AMENDMENT/MODIFICATION NO. **54** 3. EFFECTIVE DATE **See Block 16C** 4. REQUISITION/PURCHASE REQ. NO. **See Page 1a** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **PS33, MGK** 7. ADMINISTERED BY (If other than Item 6) CODE **PS33, MGK**

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) (x) 9A. AMENDMENT OF SOLICITATION NO.

AI Signal Research, Inc.
3411 Triana Blvd SW
Huntsville, AL 35805

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS8-02047

10B. DATED (SEE ITEM 13)

02/15/02

CODE **SAP 127909** FACILITY CODE **CAGE 004R1**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

x C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR Clauses 43.103 9(a) and 52.243-2 Changes-Cost Reimbursement (Alternate II)**

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return **3** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

| | Negotiated Est. Cost | Prov. Est. Cost | Total Est. Cost | Maximum Incentive Fee | Contract Value | Incentive Fee Available | Incentive Fee Earned | Unearned Incentive Fee | Total Sum Allotted |
|-----------|-------------------------|--------------------|--------------------|--------------------------|-------------------|----------------------------|-------------------------|---------------------------|-----------------------|
| Previous | \$32,134,121 | \$1,750,000 | \$33,884,121 | \$1,349,971 | \$35,234,092 | \$189,062 | \$1,157,689 | \$3,220 | \$33,712,405 |
| This Mod | \$ 40,656 | \$ -0- | \$ 40,656 | \$ 2,440 | \$ 43,096 | \$ 2,440 | \$ -0- | \$ -0- | \$ -0- |
| New Total | \$32,174,777 | \$1,750,000 | \$33,924,777 | \$1,352,411 | \$35,277,188 | \$191,502 | \$1,157,689 | \$3,220 | \$33,712,405 |

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

D.E Smith, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

**Warren G. Jones, Jr.
Contracting Officer**

15B. CONTRACTOR/OFFEROR

DES
(Signature of person authorized to sign)

15C. DATE SIGNED

January 18, 2006

16B. UNITED STATES OF AMERICA

BY *Warren G. Jones, Jr.*
(Signature of Contracting Officer)

16C. DATE SIGNED

JAN 18 2006

The purposes of this modification are to: (a) definitize the contractor's proposal that incorporates support services requirements under Performance Work Statement subparagraph 6.0 (Science Communications Support) and expands 10.0 (Public and Employee Relations) submitted in response to NASA/MSFC Letter Request for Proposal dated December 8, 2005 and (b) change the contract and incentive fee values for the current option period 3 and unexercised option period 4 that reflects the total negotiated estimated cost of \$670,877 (Cost: \$632,903 and Fee: \$37,974). The foregoing action is further implemented by the inclusion of the following changes.

- A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:
- Under paragraph (a) increase the estimated cost for option 3 by \$40,656 from \$6,786,294 to \$6,827,580 and increase the contract fee by \$2,440 from \$307,814 to \$310,254. As such, the overall estimated Total Cost & Fee for option 3 is increased by \$43,096 from \$8,844,108 to \$8,887,204.
 - In addition, under paragraph (a) increase the estimated cost for option 4 by \$592,247 from \$7,137,068 to \$7,729,315 and increase the contract fee by \$35,534 from \$329,400 to \$364,934. As such, the overall estimated Total Cost & Fee for option 4 is increased by \$627,781 from \$7,466,468 to \$8,094,249.
 - In addition under paragraph (b), for option period 3 increase the "Maximum Available Incentive Fee" for the period of 10/01/05-02/14/06 by \$2,440 from \$159,378 to \$161,818. The total fee being increased for option 3 is \$2,440.
 - In addition under paragraph (b), for option period 4 increase "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by \$17,767 from \$164,689 to \$182,456 and for the period of 08/15/06-02/14/07 by \$17,767 from \$164,691 to \$182,458. The total fee being increased for option 4 is \$35,534.
- B. Under Clause B.5, Contract Funding, is modified as follows:
- Subparagraph (a) is modified as follows:
 - No revision in the funded amount of \$32,365,654.
 - Revise the funding coverage date to January 27, 2006 to reflect the additional effort to be incorporated under this modification for Option 3.
 - Subparagraph (a) values are unchanged.
 - Subparagraph (b) values are unchanged.
- C. Under Attachment J-1, Performance Work Statement, the additional effort is incorporated under subparagraphs 6.0 (Science Communications Support) and the expansion of 10.0 (Public and Employee Relations). These changes are reflected on the enclosed slip sheet pages. The period of performance for this effort shall commence on January 18, 2006 through February 14, 2005 and continue upon the exercise of Option Period 4.

D. The modification(s) made A through C above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

| <u>Page(s) Deleted</u> | <u>Page(s) Added</u> |
|------------------------|------------------------------|
| B-2 | B-2 |
| B-5 | B-5 |
| J-1-12 | J-1-12, J-1-12(a), J-1-12(b) |
| J-1-19 | J-1-19, J-1-19(a), J-1-19(b) |

E. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

| <u>Contract</u> | <u>Contractor</u> |
|------------------------------|------------------------|
| <u>Change Identification</u> | <u>Proposal Number</u> |
| NASA/MSFC Request | ASRI Proposal dated |
| For Proposal dated | December 20, 2005 |
| December 8, 2005 | |

F. All other terms and conditions of contract NAS8-02047 remain unchanged.

| | | | | | | | | |
|-------------|--------------|------------------|--------------|-------------|------|-------------|--------------|-----------|
| Option Yr.3 | (A) Mission | 02/15/05-2/14/06 | \$6,827,580 | \$1,750,000 | \$ 0 | \$ 310,254 | \$8,887,204 | Exercised |
| Option Yr.3 | (B) Schedule | 02/15/05-2/14/06 | \$ 498,728 | \$ 0 | \$ 0 | \$ 29,684 | \$ 528,412 | Exercised |
| Total | | | \$32,174,777 | \$1,750,000 | | \$1,352,411 | \$35,277,188 | |

| | | | | | | | | |
|-------------|--------------|------------------|--------------|------|------|------------|--------------|-------------|
| Option Yr.4 | (A) Mission | 02/15/06-2/14/07 | \$ 7,729,315 | \$ 0 | \$ 0 | \$ 364,934 | \$ 8,094,249 | Unexercised |
| Option Yr.4 | (B) Schedule | 02/15/06-2/14/07 | \$ 100,000 | \$ 0 | \$ 0 | \$ 6,000 | \$ 106,000 | Unexercised |

(b) The total incentive fee earned during the performance of this contract is as follows:

| <u>Contract Year</u> | <u>Schedule</u> | <u>Period Covered</u> | <u>Maximum Available Incentive Fee</u> | <u>Incentive Fee Earned</u> | <u>Unearned Incentive Fee Earned</u> |
|----------------------|-----------------|-----------------------|--|-----------------------------|--------------------------------------|
| Base Year | (A) Mission | 02/15/02-08/14/02 | \$130,065 | \$127,464 | \$2,601 |
| | | 08/15/02-02/14/03 | \$136,628 | \$136,628 | \$ -0- |
| Base Year | (B) IDIQ | 02/15/02-08/14/02 | \$ -0- | \$ -0- | \$ -0- |
| | | 08/15/02-02/14/03 | \$15,858 | \$15,239 | \$619 |
| Option Yr. 1 | (A) Mission | 02/15/03-08/14/03 | \$139,652 | \$139,652 | \$ -0- |
| | | 08/15/03-02/14/04 | \$204,102 | \$204,102 | |
| Option Yr. 1 | (B) IDIQ | 02/15/03-08/14/03 | \$ -0- | \$ -0- | |
| | | 08/15/03-02/14/04 | \$ 2,363 | \$ 2,363 | |
| Option Yr. 2 | (A) Mission | 02/15/04-08/14/04 | \$174,036 | \$174,036 | |
| | | 08/15/04-02/14/05 | \$192,949 | \$192,949 | |
| Option Yr. 2 | (B) IDIQ | 02/15/04-08/14/04 | \$ 7,062 | \$ 7,062 | |
| | | 08/15/04-02/14/05 | \$ 9,758 | \$ 9,758 | |
| Option Yr. 3 | (A) Mission | 02/15/05-08/14/05 | \$148,436 | \$148,436 | |
| | | 08/15/05-02/14/06 | \$161,818 | \$ -0- | |
| Option Yr. 3 | (B) IDIQ | 02/15/05-08/14/05 | \$ 0 | \$ -0- | |
| | | 08/15/05-02/14/06 | \$ 29,684 | | |
| | | Total | \$1,349,971 | \$1,157,689 | \$3,220 |

| | | | | | |
|--------------|-------------|-------------------|-----------|--|-------------|
| Option Yr. 4 | (A) Mission | 02/15/06-08/14/06 | \$182,456 | | Unexercised |
| | | 08/15/06-02/14/07 | \$182,458 | | Unexercised |
| Option Yr. 4 | (B) IDIQ | 02/15/06-08/14/06 | \$ 3,000 | | Unexercised |
| | | 08/15/06-02/14/07 | \$ 3,000 | | Unexercised |

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 11.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990))

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$32,365,654. This allotment is for the Human Capital Office and Strategic Communications Office and covers the following estimated period of performance: February 15, 2002 through January 27, 2006.

(b) An additional amount of \$1,346,751 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

| | <u>Previous</u> | <u>This Action</u> | <u>Total</u> |
|---------------------------|---------------------|--------------------|---------------------|
| Estimated Cost | \$32,365,654 | \$ 0 | \$ 32,365,654 |
| Provisional Incentive Fee | \$ 189,062 | \$ 0 | \$ 189,062 |
| Incentive Fee Earned | <u>\$ 1,157,689</u> | <u>\$ 0</u> | <u>\$ 1,157,689</u> |
| Total Sum Allotted | \$33,712,405 | \$ 0 | \$ 33,712,405 |

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

Period

Amount

5.6.3 The Contractor shall determine all logistical/support requirements for conferences/symposia. The contractor shall consolidate the conference/symposia requirements and submit them to the organization's technical monitor for approval.

5.6.4 The Contractor shall arrange all logistics associated with organizing conferences/symposia, to include catering, rooms, speaker support and audiovisual equipment.

5.6.5 The Contractor shall arrange all logistics and coordination associated with collecting and disbursing of registration fees from non-government personnel attending the conference/symposia; and coordinate paying any speaker's fees. Any fees collected from non-government personnel by the Contractor shall be reflected as a credit on the next voucher for payment submitted by the Contractor pursuant to clause G.1 of the contract. Any uncollected fees or conference cost with outstanding balances shall be reimbursed by the Government.

5.6.6 The Contractor shall attend and support conferences/symposia as needed to ensure they run smoothly, comfortably, and with a minimum of logistical problems. This will involve travel and making arrangement for conferences over 50 miles away from MSFC.

5.6.7 The Contractor shall evaluate the current systems for providing support and continually seek and recommend ways to improve the process, saving costs and time.

5.6.7 The Contractor shall develop meaningful and practical metrics and measure the level of cost saving from current baseline. Create, maintain, and distribute products that convey these metrics to customers and management. The contractor shall show all cost associated with the above in a separate line category within their corporate 533 report each month.

6.0 SCIENCE COMMUNICATIONS SUPPORT

The contractor shall coordinate with NASA's Science & Technology Directorate (STD) staff to develop written and Internet-compatible science stories/text, including interactive units and translations featuring NASA science and technology research areas and other NASA themes (such as the Exploration Initiative,

Aeronautics, and Space Operations). This effort includes the review of complex and detailed scientific and technical literature, and other materials associated with very specialized research areas, to produce written articles and to develop compositions targeting designated audiences. This task requires extensive knowledge of the physical sciences associated with NASA's research areas. This task also requires extensive understanding of the Scientific Method and NASA's technology development approaches. The contractor shall provide guidance in development of outreach planning and shall consult with the appropriate technical and management personnel to coordinate information, to verify accuracy of material content, and to meet NASA guidelines and requirements. In addition, the contractor shall travel to participate in reviews and status meetings at various NASA Centers and at NASA Headquarters.

6.1 Science Content Development

6.1.1 The Science Communications (SciComm) Roundtable, an Internet-based review and approval process, shall be utilized for review and approval of all content developed. The contractor shall also provide on-going experimental science communications content for SciComm. In addition, the contractor is required to develop and evaluate advanced content protocols such as Extensible Machine Language (XML) and secondary use of content (see 6.1.3, below) to make content more accessible to the public.

6.1.2 The contractor shall provide basic content for the Science Communications Process consisting of an average of 12 stories per month, including translations of each English story into Spanish and provide audio versions of each English and Spanish story. In addition, the contractor shall provide basic space weather content consisting of 360 daily updates each year and continuous live audio feeds of various radio astronomy events that are distributed to the public and targeted scientific communities.

6.1.3 The contractor shall measure the secondary and subsequent use of science content through internet and all other media sources. The contractor shall continue to develop and implement new approaches to measure the use of the secondary and subsequent SciComm content.

6.1.4 The contractor shall provide quarterly reports and statistical analyses of science communications outcomes and other assessments as requested by NASA. In addition, the contractor shall provide story readership metrics that include but are not limited to audience reach, audio download frequency, and secondary use detection.

6.2 NASA Science Outreach

6.2.1 The contractor shall be responsible for managing and implementing the Science@NASA subscriber's lists. The contractor shall develop and execute enhancement projects to bring science to new audiences; including: testing and evaluating various uses of subscriptions lists and other public outreach approaches.

6.2.2 The contractor shall develop and perform participatory or involvement research projects using the Internet and other outreach approaches. Research projects will require a research-grade scientist to develop and manage the projects and input from professional educators to bring the education perspective into the project.

7.0 INTERNAL RELATIONS AND COMMUNICATIONS SERVICES--- INCORPORATED INTO PWS 10 AND PWS12

10.2.6 The Contractor shall coordinate all content for exhibit publications through the appropriate media or subject specialist.

10.2.7 The Contractor shall ensure exhibits are designed to maximize efficient maintenance, shipping, setup, teardown, and storage.

10.2.8 The Contractor shall produce or purchase limited graphics, special Center mementos for official Center presentations, or mounted, matted, and/or framed photographs.

10.2.9 The Contractor shall inform the Marshall exhibits coordinator when exhibit updates and changes are needed and recommend when decommissioning is required.

10.2.10 The Contractor shall maintain in good repair the graphics, models and hardware assigned to the contract on display in the "Heritage Gallery," building 4200 Lobby, and the U.S. Space and Rocket Center.

10.2.11 The Contractor shall be responsible for simultaneously operating on-site and traveling exhibit programs for MSFC customers. Research and recommend appropriate opportunities; coordinate and prepare exhibits for shipping; assemble and disassemble exhibit items locally, nationally, and occasionally internationally; minor at-site repair of exhibit hardware; coordinate staffing; organize and implement special activities that support exhibits (for example, talk show appearances, media interviews and editorial boards, school visits, special tours, demonstrations, lectures, docent training, etc.); plan, prepare and distribute publicity products to support follow-up activities after exhibit events. Possess significant knowledge and ability to trouble shoot computer networking with approved computer operations systems; repair and maintain multiple projector operations; construct and install exhibit structures; electric wiring and fixtures using hand and power tools; analyze sketches or scale drawings for temporary or permanent display of exhibit structures and determine amount and cost of material required.

10.2.11.1 The contractor shall be responsible for owning or leasing vehicles used to transport traveling exhibits. The contractor will maintain all transport vehicles, including but not limited to painting transport vehicles in the same color as the traveling exhibits and affix NASA insignias on both sides of vehicles. In addition, the contractor shall carry and provide proof of all current state and federal certifications (including: Federal Administrations, Single State Registration, Interstate Fuel Tax Agreement, and all other certificates and registrations required for a company to legally engage in and profit from the interstate transport of contractor owned/leased property).

10.2.11.2 The contractor shall be responsible for all safety requirements in and around traveling exhibits. Safety requirements include: maintenance of all safety equipment; upgrading of all equipment that does not meet safety standards; identification of potential hazards and concerns while at an event; safety of all visitors in and around the exhibits and notification to MSFC technical representative when any equipment is not to safety standards. In addition, safety responsibilities include defining and implementing established procedures for immediate contact to "911" in the event of an emergency and notification of local police/security during a threatening situation.

10.2.11.3 The contractor shall be responsible for transporting and delivering all traveling exhibits to scheduled display sites. Responsibilities include: consideration of all variables that will affect route time to the event; maintaining functionality of the exhibit to ensure that the schedule is not impacted; providing exhibit set-up, support, and disassembly of the exhibit (to include but not limited to: exterior and interior audio visual equipment, electrical hook ups and access to power outlets, exterior exhibits, and disassembly of the exhibit in preparation for safe transport to other designated events); configuring the exhibit ready to support the duration of each scheduled event; maintaining the exhibit so that the interior and exterior of the entire exhibit are clean and ready at all times; coordinating and verifying with host sites the logistics requirements related to placement of the exhibit and operations of the trailer (for example: level parking, clearance, safety concerns); and assisting the exhibit team in scheduling and booking arrangements, metrics, and reports.

10.2.11.4 The contractor shall be knowledgeable of NASA messages and maintain the most current knowledge of NASA events. The contractor shall have the ability to convey NASA messages and technologies to the public in a professional manner as well as instructing trailer staffers as needed. The contractor shall interact with the public in a professional and courteous manner at all times and wear clothing that is NASA identifiable. Clothing will be purchased at the contractor's own expense. In addition to other support personnel, the contractor shall serve as a tour guide for the exhibit during display, except when performing maintenance or performing operating system functions.

10.2.11.5 The contractor shall assist disabled visitors safely ingress and egress to the exhibit; ensure publication storage/stocking; and adjust temperature, lighting, audio and video levels as necessary. The contractor shall ensure that traveling exhibits and all associated equipment is secure at all times. The contractor shall be responsible for maintaining the entire exhibit and maintaining a clean appearance for public

presentation, which includes: vacuuming the floors, sweeping inside and outside exhibit, wiping down the walls and screens, and cleaning the floors.

10.2.11.6 The contractor shall be responsible for making repairs while on the road as needed (all repairs above \$500.00 must be coordinated for approval); identifying maintenance problems and provide recommended actions to be taken in a manner that will not impact the exhibit schedule; delivery of the traveling exhibits to and from authorized maintenance and repair firms as needed (repairs greater than \$500.00 shall be pre-approved by the MSFC technical representative in writing); provide in writing the repairs and modifications needed and suggest vendors, if applicable, to continue operations and functionality of the exhibit. The contractor shall also retain copies of all set-up instructions, cleaning and repair procedures, warranties, equipment purchase agreements, and maintenance records for future reference. The records will be provided to NASA at the end of the contract or as needed by NASA".

10.2.12 The Contractor shall plan and operate simultaneously at least four major and three minor traveling exhibit programs. Requirements include:

10.2.12.1 Provide complete event cost estimates (travel, per diem, drayage, booth space, etc.), audience evaluations, attendance estimates and proposals of special events to COTR prior to any exhibit commitment